

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 11/15/17

Date of meeting 12/16/17

(City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

DAVIS Enterprises Inc.

Address: 3578 E Fernan Terrace Dr. CDA, ID. 83814

Phone number and email address: 208-339-0600 LiveAfter5@cda@gmail.com

Authorized by: \_\_\_\_\_

name of City official

City official's signature

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: Live After 5 Summer Concert Series

Summary of what is being requested: Weekly use (Tuesdays) of farmin Park  
To hold a Summer Concert Series. Hours would be from 5-830 pm  
Starting July 3<sup>rd</sup> running consecutively to August 28<sup>th</sup> 2018. (9 shows)

The following information **MUST** be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? ☐ Yes ☐ No

If yes, in what way? \_\_\_\_\_

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted?  
Yes or No

3. Is there a need for a general public information or public involvement plan? Yes or No

If yes, please specify and suggest a method to accomplish the plan: ☐ ☐

4. Is an enforcement plan needed? Yes or No ☐ ☐ Additional funds needed? Yes or No ☐ ☐

5. Have all the affected departments been informed about this agenda item? Yes or No ☐ ☐

This form must be submitted no later than 5 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

**ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM**

**CITY OF SANDPOINT  
AGENDA REPORT**

**DATE: November 28, 2017**

**TO: MAYOR AND CITY COUNCIL**

**FROM: City Clerk Maree Peck**

**SUBJECT: Live After 5 Summer Concert Series**

**DESCRIPTION/BACKGROUND:**

Tyler Davis of Davis Enterprises, Inc, brought forward a proposal to hold Live After 5 summer concert series in Farmin Park during the summer month of 2016, at the October 7, 2015 regular City Council meeting. Mr. Tyler was directed to obtain support from the BID and La Quinta Inn, provide referral letters from other cities and that the event has at least 75% local vendors. Fire Chief Ron Stocking would review the diagram of the proposed area in order to determine occupancy concerns. The Chamber of Commerce and the BID opposed the idea due to concerns with vendors, congestion, length of event and concerns raised by the General Manager of La Quinta Inn. This item was tabled.

At the November 4, 2015 City Council meeting, Mr. Davis reported that he met with the BID and Chamber and stated they support the proposed event. He provided support letters from the Coeur d'Alene Downtown Association and the President and CEO of the Coeur d'Alene Chamber of Commerce. City Council had concern that this event would conflict with the Summer Sampler event. Mr. Davis said he reached a verbal agreement with MickDuff's Brewery and met with the owner of Connie's and Trinity at City Beach who showed interest as vendors for the event. Mr. Davis agreed with the requirement that 75% of the vendors be in Sandpoint. Mr. Davis divulged that vendors in Sandpoint would be charged 25% less than those he charges in Coeur d'Alene and 50% less than vendors in Spokane. There were three Sandpoint business owners who commented that they were opposed to the event. City Council unanimously denied the request.

At the December 2, 2015 Council meeting, Councilman Rognstad moved to rescind City Council's decision. A majority of Council seconded the motion.

At the February 3, 2016 City Council meeting, Mr. Davis agreed to starting his event in July. He noted several local businesses supported the event. He said he would hire a portable toilet business to set up the toilets the date of the event and pick them up the following morning. He agreed to utilize only Sandpoint acoustical musicians as the opening act. Kate McAlister from the Chamber stated she didn't oppose the event but had concerns that Mr. Davis did not approach several downtown businesses and that LaQuinta Inn still had concerns. Mr. Davis was opposed to changing the sponsorship fees of \$2,000 and 20% on sales for alcohol vendors. City Council unanimously approved the request with the requirement that the event be from July 1, 2016 through September 6, 2016 and that staff bring a proposed agreement to the next Council meeting.

At the February 17, 2016 Council meeting, the proposed resolution with attached agreement was unanimously approved by City Council with Council members Aitken and Eddy absent. Mr. Davis did not hold his event the summer of 2016.

**STAFF RECOMMENDATION:**

City Council is to consider Mr. Davis' proposed revisions to the 2016 agreement that use of the Park will change from 1:30 p.m. and 9:00 p.m. to noon to 10:00 p.m. and use of local vendors will be first right of refusal.

**ACTION:**

City Council will direct City staff to bring a proposed resolution and draft agreement to the next City Council meeting based on discussion.

**WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED?**

**ATTACHMENTS:**

Live After 5 Agreement 2016

City Council minutes of the aforementioned background

## LIVE AFTER 5 AGREEMENT 2016

THIS AGREEMENT is made between the CITY OF SANDPOINT, Bonner County, Idaho, an Idaho municipal corporation ("CITY"), and LIVE AFTER 5, DBA Davis Enterprises, Inc., in care of Tyler Davis, President at 3578 East Fernan Terrace Drive, Coeur d Alene, Idaho, 83814 ("LICENSEE"), known collectively as "the parties".

### RECITALS

A. CITY owns a parcel of real property located in Sandpoint, Bonner County, Idaho, bordered by Main Street on the north, Third Avenue on the east, Oak Street on the south and Fourth Avenue on the west, commonly known as Farmin Park ("the Park"), and right of way used for parking on Main Street between Third and Fourth Avenues.

B. LICENSEE has requested a license to use the Park, and a section of parking on Main Street from Fourth Avenue to the ingress for ("Main Street Parking Section"), as designated on the attached map, for the purpose of holding a weekly concert series called Live After 5 to provide a concert venue and for businesses to sell food, beverages and or other items as defined in this Agreement.

C. CITY has agreed to authorize such use pursuant to certain terms and conditions, and these parties have agreed to set forth such terms and conditions in this license.

### AGREEMENT

IN CONSIDERATION of the mutual covenants contained herein and for value received, the parties agree as follows:

**1. LICENSE GRANTED:** CITY hereby grants to LICENSEE a license to occupy and use, subject to all of the terms and conditions hereinafter stated, the Park and the Main Street section. LICENSEE shall adhere to all CITY Business and Occupation Registration and License requirements. Sandpoint City Code 3-11-4-B-4 specifically exempts vendors participating in sanctioned events on public property from the fee associated with CITY's Business and Occupation Registration or License. However, LICENSEE shall be required to obtain the same required information from every participating vendor.

**2. USE OF PARK, AND THE MAIN STREET SECTION:** The Park and permitted right-of-way may be occupied and used by LICENSEE solely for a Concert Series and related vendor activity. Such occupation and use of the Park and permitted right-of-way shall be on Tuesdays between 12:001:30 P.M. and 10:009:00 P.M. with time period to include set-up and take-down. Dates permitted shall be Tuesdays, July 5, 12, 19, 26, August 2, 9, 16, 23, 30 and September 6 for a total of 10 events.

**3. CONSIDERATION:** Consideration for the use of the Park shall be a Park use fee of three hundred dollars (\$300) from LICENSEE for each day reserved with said funds to be placed in the Parks Improvement Fund. Park fees shall be remitted to the

Parks and Recreation Department no later than September 30<sup>th</sup>. Consideration for the use of approved right-of-way shall be a once per season encroachment permit fee of One Hundred Fifty Dollars (\$150). LICENSEE shall agree to pay any and all cost related to additional burden on Public Safety (police and fire) to be determined solely by CITY.

**4. USE OF LOCAL VENDORS:** LICENSEE agrees ~~first right of refusal to the exclusive use~~ local vendors for food and alcohol sales at each of the events. LICENSEE agrees to a maximum of two (2) food vendors and three (3) alcohol vendors at each event. Vendors must possess any and all current local, State, and Federal permits for legal operation including but not limited to Panhandle Health District 1. LICENSEE shall not include tobacco, firearms, illegal substances or items associated with the use of illegal substances.

**5. LOCAL OPTION TAX:** LICENSEE is responsible for collecting the 1% local option tax for itself and each event vendor for sales associated with this event and shall remit the tax to the City.

**6. USE OF LOCAL MUSICIANS:** LICENSEE is encouraged to use local musical talent as part of the opening acts at each event.

**7. PORTABLE TOILET FACILITIES:** LICENSEE is required to supply a minimum of two (2) portable toilet facilities and a location as shown on Exhibit A. Facilities are to be placed at the park after 1:30 on the day of the event and removed by 9:00 am the following morning.

**8. LOCATION OF BOOTHS:** LICENSEE is further authorized to locate temporary booths for purposes of food and alcohol sales. Booths shall be erected, and all activities of LICENSEE shall be conducted, in a manner to minimize damage to the Park and street. LICENSEE event layout plan to include any and all stages, booths or any other structure and fencing with ingress/egress points shall be submitted for review and approval of both the Fire Chief and Police Chief and be attached hereto as Exhibit A. This plan shall not change in configuration for the term of this Agreement without the written consent of the Fire Chief and Police Chief. Furthermore, LICENSEE agrees to maintain ingress / egress openings from the center of the Park to the street proper for each ingress / egress pathway, as designated on the attached Exhibit A. It is also agreed that all sidewalks will be kept clear of any structure or impediment on Oak Street, N 4<sup>th</sup> Avenue, N 3<sup>rd</sup> Avenue but a temporary Impediment on Main Street sidewalk for fencing shall be permitted per the terms of this Agreement. Special consideration and effort will be taken by LICENSEE to minimize turf impact and wear in Farmin Park. Additionally, access to Main Street will remain open and maintain the one way traffic pattern. Without limiting the foregoing, there shall be no vehicles allowed on, or parked on, any grass-covered area, and there shall be no display or sales of products from any vehicle with the exception of a licensed food truck within the permitted boundaries. A clear path of at least 5' shall be maintained for access to and egress from the public restrooms. LICENSEE shall determine location of booths. LICENSEE shall be responsible for permitting and any associated cost for street closure. LICENSEE shall also be responsible for storage, set up, and take down of temporary signage and barricades. Street closure and parking signage shall meet the Manual of Uniform Traffic Control Devices and placement of signs shall be approved by CITY. No Parking signage, street closure signage shall provide the

public with 24 hours advance notice of closures and detours. All tents, canopies, enclosures, shelters and other membrane structures shall comply with the International Fire Code Chapter 24. A copy of the relevant sections is attached hereto as Attachment "B".

**9. MAINTENANCE:** LICENSEE shall clean the Park and the Main Street section during and immediately following each event and remove all debris from the property. At the conclusion of the termination of this Agreement, LICENSEE agrees to make necessary repairs to the turf at Farmin Park caused solely by LICENSEE as agreed upon by the City of Sandpoint Parks and Recreation Director and Live After 5 organizers. Any and all repairs required will be in addition to, and not a part of, payments discussed in section 3 ("Consideration") of this Agreement.

**10. DAMAGE LIABILITY:** LICENSEE shall be liable for any damage caused to the Park, its grounds, structures, and flora and/or to Main Street section during each exercise of LICENSEE's rights pursuant to this License. LICENSEE shall deposit with the Parks and Recreation Department, **not less than five (5) days prior to the opening of the first event in the series**, the sum of **FIVE HUNDRED DOLLARS (\$500)** as and for a damage deposit for damage caused by the LICENSEE (not general public). Deposit is refundable upon approval of the City of Sandpoint.

**11. INSURANCE:** LICENSEE, at its own expense shall be responsible for obtaining and maintaining insurance acceptable to CITY insurance agent, which will pay on behalf of LICENSEE to CITY a limit of not less than \$1,000,000 for bodily or personal injury, death, or property damage or loss as a result of any one occurrence or accident, regardless of the number of persons injured or the number of claimants. LICENSEE's insurance policy shall provide for not less than thirty (30) days prior written notice to CITY of any modification or cancellation of such policy. LICENSEE's insurance policy shall name the city as an additional insured. Proof of certificate naming the City as additional insured shall be provided to the City Clerk, for keeping with Lease file, at least 15 days prior to occupancy.

**12. OBSERVANCE OF LAWS AND REGULATIONS:** LICENSEE shall comply with all laws and regulations of the City of Sandpoint, County of Bonner, State of Idaho, and the United States of America, governing the conducting of its activities, or the occupation or use of the Park and authorized right-of-way.

**13. ASSIGNMENT:** This License is personal to LICENSEE and shall not inure to its successors or assigns.

**14. HOLD HARMLESS:** LICENSEE shall indemnify and hold harmless CITY from any and all liability for personal injuries, property damage, or for loss of lives or property resulting from, or in any way connected with, the condition or use of the Park or authorized right-of-way during the term of this License, except liability for personal injury, property damages, or loss of life or property caused solely by the negligence of CITY.

**15. RIGHT OF INSPECTION:** CITY shall have the right to reasonably inspect the Park and authorized right-of-way during the occupation of the same by LICENSEE in order to determine if LICENSEE is complying with all the terms and conditions of this



Agreement. CITY shall give LICENSEE written notice of each non-complying act or omission by delivering the same to the event coordinator or, if the Event Coordinator is not present, by posting the same in a conspicuous location at the Park, and, in the event such non-compliance shall not be cured within the time required in the notice, this License shall terminate. In the event of such termination, CITY shall have the right to re-enter the Park and the Main Street section, and take possession thereof, at the expense of LICENSEE. Time is of the essence of this Agreement, but any waiver of the right to notify of non-compliance under this paragraph shall be an indulgence by CITY only and shall not, in any event, be a waiver of the right of CITY to require strict compliance with this License at any subsequent time.

**16. TERMINATION:** Upon termination of this License, LICENSEE, at its own expense, shall peaceably surrender the Park and authorized right-of-way to CITY in the same condition as the Park and the Main Street section were at the commencement of this License, reasonable wear expected.

**17. NON-DISCRIMINATION:** LICENSEE, in the conducting of its activities pursuant to this License, shall not discriminate against any person because of race, sex, religion, age, color, ancestry or national origin, sexual orientation, or gender identity/expression, by refusing to furnish such person accommodation, facility, privilege or opportunity offered to members of the general public.

**18. ENFORCEMENT:** In the event CITY is required by any act or omission of LICENSEE to place this License in the hands of its attorney for enforcement or is required to commence any proceeding to enforce the terms of the same, CITY shall be entitled to an award of its costs, fees, and reasonable attorney fees.

IN WITNESS WHEREOF, these parties have subscribed their names the date and year below written.

CITY OF SANDPOINT

Davis Enterprises, Inc

BY: \_\_\_\_\_  
Shelby Rognstad, Mayor

BY: \_\_\_\_\_  
Tyler Davis, President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Maree Peck, City Clerk

LIVE AFTER 5  
FARMIN PARK  
FACILITIES PLAN AND LAYOUT





Sidewalk / Pedestrian  
traffic routes



Live After 5 Footprint



"Transparent Red" AA5 NOT Permitted

INTERNATIONAL FIRE CODE  
CHAPTER 24  
Tents and Other Membrane Structures

SECTION 2401 - GENERAL

2401.1 Scope.

Tents and membrane structures shall comply with this chapter. The provisions of Section 2403 are applicable only to temporary tents and membrane structures. The provisions of Section 2404 are applicable to temporary and permanent tents and membrane structures.

SECTION 2402 - DEFINITIONS

2402.1 Definitions.

The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

**TENT.** A structure, enclosure or shelter, with or without sidewalls or drops, constructed of fabric or pliable material supported by any manner except by air or the contents that it protects

2403.9 Anchorage required.

Tents or membrane structures and their appurtenances shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability shall be furnished to the fire code official on request.

2404.7 Open or exposed flame.

Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet (6096 mm) of the tent or membrane structures while open to the public unless approved by the fire code official.

2404.15.5 Cooking tents.

Tents with sidewalls or drops where cooking is performed shall be separated from other tents or membrane structures by a minimum of 20 feet (6096 mm).

2404.15.6 Outdoor cooking.

Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet (6096 mm) of a tent or membrane structure.

2404.15.7 Electrical heating and cooking equipment.

Electrical cooking and heating equipment shall comply with NFPA 70.

2404.16 LP-gas.

The storage, handling and use of LP-gas and LP-gas equipment shall be in accordance with Sections 2404.16.1 through 2404.16.3.

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**October 7, 2015**

**G. REQUEST FOR USE OF FARMIN PARK FOR WEEKLY LIVE AFTER 5 EVENTS**

Tyler Davis said he met with Parks and Recreation Director Kim Woodruff and Police Chief Corey Coon to review his proposal. He was unsuccessful in his attempts to meet with someone at the Business Improvement District (BID) office. Live After 5 is a weekly concert series in the City of Coeur d'Alene that operates twelve weeks consecutively during the summer months. He proposes to expand his event in Sandpoint on Tuesdays in conjunction with the event in Spokane held on Thursday evenings. They will provide fencing, professional security, a professional sound technician to make sure the decibel requirements are met, and portable toilets, which will be cleaned weekly and locked when not in use. They will ensure that the park will be cleaned and left in the same condition that it was prior to the event, and they will provide liability insurance. He proposed a weekly rental fee of \$300 starting on June 21<sup>st</sup> through September 6<sup>th</sup> in Farmin Park, allowing set up and tear down of the event from 1:00 pm through 9:30 p.m. and permission to leave portable toilets on site, which would allow the Farmers' Market patrons to use them during their event. They would acquire all required permits and additional signage required for the event.

**Councilman Rognstad** stated there was significant resistance from the La Quinta Inn when the Farmers' Market wanted to close Main Street. The alternative was to close one-half of Oak Street, which would allow access to the bank on Third Avenue. Mr. Tyler stated that Chief Coon suggested closing one-half of Main Street, which would make the parking spaces near La Quinta Inn and the restaurant available. **Councilman Aitken** pointed out that the City Council recently approved allowing alcohol in the park, but only up to four events per year are allowed in order not to monopolize space. Mr. Tyler replied that it would not be advantageous for him or the City to impose a restriction of fewer than 10 events. He questioned why the Festival at Sandpoint had a different exception, where alcohol can be served. City Attorney Scot Campbell recalled that there is a section in City Code that exempts the Festival at Sandpoint.

**Mayor Logan** pointed out there's a difference between public use of Memorial Field and Farmin Park. Memorial Field is only used for special events. Mr. Tyler said the Spokane event will be held in Riverfront Park, but his event in Coeur d'Alene is held on private property. If they book a popular band in Coeur d'Alene, the event will move to McEuen Park once it's been developed. **Councilwoman Fragos** raised concern that there was no place to store portable toilets for an entire week in Farmin Park and suggested finding a better solution.

Parks and Recreation Director Kim Woodruff said the cost for commercial use for the park is \$50 per hour or eight hours maximum at \$300. There is also an encroachment fee of \$150 either per time or season. Catering permits would be required in order to serve alcohol. Oak Street is closed only on Saturdays for Farmers' Market, and the public restrooms at Jeff Jones Town Square are used. He didn't feel comfortable with having portable toilets in Farmin Park. The bathroom facilities at the Town Square



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**October 7, 2015**

would not be adequate for a large event. If portable toilets are used, he recommends removing them after each event. Fire Chief Ron Stocking said he would have to review the diagram of the proposed area in order to determine the occupancy load pursuant to square footage.

**Kate McAlister**, Sandpoint resident and President/CEO of the Greater Sandpoint Chamber of Commerce, said the BID and the Chamber opposed the idea. She's concerned about the vendors and congestion and concerned with the length of the event. Portable toilets are unattractive. She said she recently attended a tourism meeting, where the General Manager of La Quinta Inn also voiced her opposition to the event.

Mr. Tyler clarified that vendors will set up at 3:30 p.m., with the concert scheduled from 5:00 p.m. to 8:00 p.m. He estimated it would take up to one hour for vendors and other event participants to clear everything from the park. The fence line will be erected at 3:30 p.m. and removed at 8:30 p.m. He noted that he has collaborated with other La Quinta Inn proprietors in other areas. Vendors will be inside the fenced area, which will be located on Main Street, with two exits/entrances on each side. He said he has collaborated with the Downtown Association in Coeur d'Alene and the Coeur d'Alene Chamber of Commerce.

**Councilman Eddy moved** that City Council approve the request for use of Farmin Park for Weekly Live After 5 events. **Councilwoman Fragoso seconded the motion.**

**Councilman Eddy** said the idea is intriguing, but he would like to see more development of details. **Councilman Rognstad** and **Councilwoman Fragoso** concurred. **Councilman Rognstad** suggested Mr. Tyler coordinate with the Sandpoint BID and obtain support from the La Quinta Inn. He said he didn't originally support the idea of strict limitations for frequent events in Farmin Park. He felt the encroachment was extensive. Police Chief Coon confirmed that he supported the closure of Main Street rather than Oak Street. **Councilman Rognstad** agreed that portable toilets shouldn't be in the park. He felt the public restrooms in Jeff Jones Town Square were adequate. Depending on the event's success, the City could require additional facilities as warranted. He agreed with a fee of \$300 for day use of the park and a \$150 encroachment fee per season. **Councilwoman Fragoso** suggested that Mr. Tyler provide a referral letter from other cities and provide in the proposal that the event have at least 75% of local vendors. **Councilman Rognstad** added that local vendors are a very important element. Mr. Woodruff suggested that all infrastructure required for this event not be a burden for our City. **Mayor Logan** asked City Council if they preferred to table this issue to the next regularly scheduled Council meeting so the applicant can bring more information in order for City Council to make a more informed decision.

**Councilman Eddy withdrew** his motion and **Councilwoman Fragoso** withdrew her second.

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**October 7, 2015**

**Councilman Eddy moved** to table this item to the next regularly scheduled City Council meeting. **Councilman Rognstad seconded the motion.**

A roll call vote resulted as follows:

Councilman Rognstad	Yes
Councilwoman Williamson	Yes
Councilwoman Fragoso	Yes
Councilman Eddy	Yes
Councilman Aitken	Yes
Councilman Camp	Yes

**The motion passed by a unanimous vote of Council.**

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**November 4, 2015**

**G. REQUEST FOR USE OF FARMIN PARK FOR WEEKLY LIVE AFTER 5 EVENTS**

**Mayor Logan** announced that this item was tabled by City Council at their October 7, 2015, meeting with a request that the applicant provide additional information.

**Councilman Rognstad** moved to remove this item from the table. **Councilwoman Ruehle** seconded the motion.

A roll call vote resulted as follows:

Councilman Camp	Yes
Councilman Rognstad	Yes
Councilwoman Williamson	Yes
Councilwoman Ruehle	Yes
Councilman Eddy	Absent
Councilman Aitken	Yes

**The motion passed by a unanimous vote of Council present.**

Tyler Davis reported that he met with the Business Improvement District (BID) and Greater Sandpoint Chamber of Commerce, which, he stated, support the proposed event. He noted that he provided support letters from the Coeur d'Alene Downtown Association, President and CEO of the Coeur d'Alene Chamber of Commerce and a business owner of an art gallery in their town.

**Councilman Rognstad** asked Mr. Davis if he considered starting his event the first Tuesday in July. Mr. Davis noted this was discussed when he met with the BID and the Sandpoint Chamber of Commerce. They had concern that his event would interfere with the Sandpoint Sampler event that's held in Farmin Park. However, taking two weeks away from his event would make it less attractive for vendors and sponsors of the event, as it would impact revenue sources. He didn't feel it would conflict with the Sandpoint Sampler event because it's held a different evening. He said he reached a verbal agreement with MickDuff's Brewery as late as this afternoon and met with the owner of Connie's Café, who is interested in participating in the event, although his business is currently up for sale. He also met with the owner of Trinity at City Beach, who stated that his father, who is an owner of another business in town, might be interested in the event. He said it's difficult to receive a commitment from businesses until the event is approved. He would be compliant with the requirement that 75% of the vendors be based in Sandpoint. He was reluctant to follow a requirement that 100% of the vendors be from Sandpoint because Sandpoint is a seasonal area where businesses in Sandpoint have closed their doors.

**Councilwoman Williamson** asked Mr. Davis if he was willing to change the price structure for vendors. Mr. Davis responded that vendors in Sandpoint would be charged 25% less than those he charges in Coeur d'Alene and 50% less than vendors in Spokane due to demographics and population. In order to put on the event, there is a projected overhead of approximately \$45,000 during the course of 12 weeks.

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**L.J. Sams**, business owner of Joe's Philly Cheesesteak, stated she has the same concerns as mentioned in the letter from the BID and Greater Sandpoint Chamber of Commerce. She raised concern that the event would charge local businesses \$2,000, plus 20% on sales, which could impact them financially. For every dollar spent locally, it can circulate anywhere up to seven to nine times. If he has ten vendors, it would be \$140,000 that will leave our area. She stressed that not enough information has been provided and opposed the event. She said her husband raised concern that this is not a local event and would prevent others from using the park.

City Clerk Maree Peck read a note provided by **Stephen Meyer**, owner of Pend d'Oreille Winery, who opposes the proposed Live After 5 event to be held in Farmin Park on a weekly basis.

Ms. Peck read a letter provided by **Lena Lund**, General Manager of La Quinta Inn. She raised concern about the impact the event would have on their guests. The noise from the event will have a negative impact on their visit. She raised concern that displeased guests would post their negative reviews on social media, and their business would lose room sales and revenue.

**Councilwoman Ruehle moved** to deny the request for use of Farmin Park for weekly Live After 5 events. **Councilman Camp seconded the motion.**

**Councilman Rognstad** stated that, while he felt the event would provide great activity in Farmin Park, he appreciated the concerns from the BID, Greater Sandpoint Chamber of Commerce and downtown businesses that it would take revenue out of our community. He would be willing to support the proposal if it ensured support exclusively for local vendors. **Councilwoman Ruehle** commented that Mr. Davis was given an opportunity for due diligence but did not provide enough effort and not enough time was given. **Councilwoman Williamson** felt this could be a great opportunity to stimulate our downtown and the local economy but raised concern with the price structure. She was willing to consider the event if a reasonable rate was proposed that would be beneficial for potential vendors.

A roll call vote resulted as follows:

Councilman Eddy	Absent
Councilman Aitken	Yes
Councilman Camp	Yes
Councilman Rognstad	Yes
Councilwoman Williamson	Yes
Councilwoman Ruehle	Yes

**The motion passed by a unanimous vote of Council present.**



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December 2, 2015**

**F. REQUEST FOR USE OF FARMIN PARK FOR WEEKLY LIVE AFTER 5 EVENTS**

**Councilman Rognstad** moved to rescind City Council's decision at the November 4, 2015, meeting to deny the request for use of Farmin Park for Weekly Live After 5 events. **Councilwoman Williamson** seconded the motion.

**Councilman Rognstad** said it was inappropriate that City Council did not give Mr. Davis an opportunity to rebut at the November 4<sup>th</sup> Council meeting. Mr. Davis did follow the direction of City Council and satisfied the request. Mr. Davis is willing to alter the first day of the event to the first Tuesday in July in order to accommodate the Summer Sampler event that's held at Farmin Park. He also made a commitment to have 100% local vendors. The burden should have fallen upon Mr. Davis to convince the community that his event will benefit the City. If he can obtain support from local businesses, then City Council should not deny him the opportunity to go forward with his request.

**Councilwoman Williamson** voiced that her decision at the November 4<sup>th</sup> Council meeting was premature. She agrees the burden is not on the City Council to decide whether the event will be successful or if vendors approve the event. The burden lies on Mr. Davis, and he should be given the opportunity to further explain his request. This event could be a good event in our town.

A roll call vote resulted as follows:

Councilman Aitken	No
Councilman Camp	No
Councilman Rognstad	Yes
Councilwoman Williamson	Yes
Councilwoman Ruehle	No
Councilman Eddy	Yes

**Motion failed due to lack of majority vote of Council.**

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**February 3, 2016**

**D. REQUEST FOR USE OF FARMIN PARK FOR WEEKLY LIVE AFTER 5 EVENTS**

**Councilman Aitken moved** that City Council remove this item from the table.  
**Councilman Eddy seconded the motion.**

A roll call vote of Council resulted as follows:

Councilman Aitken	Yes
Councilman Camp	Yes
Councilwoman Williamson	Absent
Councilman Eddy	Yes
Councilwoman Ruehle	Yes

**The motion passed by a unanimous vote of Council present.**

**Mayor Rognstad** requested that Mr. Davis have the opportunity to rebut comments from the public at prior City Council meetings. He pointed out that Mr. Davis had previously requested a start date of June 21<sup>st</sup> but he agreed to not start his event until the first Tuesday in July.

Tyler Davis stated he's not opposed to starting his event in July, but he didn't think starting two weeks earlier would do any harm, as it would provide more revenue. The Live After 5 event will bring vitality to downtown and promote downtown businesses. He noted that when his event has been held in the City of Coeur d'Alene, several of their downtown businesses have seen a major increase in revenue. Their Farmers' Market is held the same day as the event, which has increased their activity. The Cities of Boise and Idaho Falls have contributed up to \$60,000 for similar events in their downtown and don't charge the event organizers to hold these events on their property.

*Councilwoman Williamson arrived at 5:43 p.m.*

Suggestions that money will go outside Sandpoint is not accurate. All the revenue collected for sponsorship goes back into the event. He stressed he will utilize local vendors: two food vendors and three alcohol vendors. He stated that a representative from the BID, Greater Sandpoint Chamber of Commerce and a small downtown business owner misrepresented the event, as they have no comprehension of his event. He stated several local businesses have demonstrated support of the event, such as Avista, Pita Pit Corporation based in Coeur d'Alene, Toyota and KPND. He urged City Council to reconsider supporting his event.

Mr. Davis defined local vendors as those based in Sandpoint. He said the event would commence at 5:00 p.m. and end sometime between 8:00 p.m. – 8:30 p.m. **Councilwoman Williamson** commented that she is in favor of this type of event but raised concern with the conflict between his organization, the BID and the Greater Sandpoint Chamber of Commerce. Mr. Tyler replied that he met with the BID and Chamber of Commerce in October 2015. At that time, they suggested they would provide a support letter to the City Clerk. He clarified that they would use the stage at Farmin Park. They would start setting up the park for musicians at 2:00 p.m., set up the

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sound technology at 1:00 p.m. and install the temporary fence lines at 3:30 p.m. It will take approximately one hour to take down everything when the event is over. When the event started in the City of Coeur d'Alene, they had a couple of complaints the first year from nearby residents. They repositioned the stage and have had no complaints since then. The Farmers' Market in Coeur d'Alene initially opposed but currently supports the event, as it has increased their traffic up to 30%. He will hire a portable toilet business based in Sagle. They will drop off the portable toilets the day of the event and pick them up the following morning. The sound check will start at 3:30 p.m. and will typically last approximately one-half hour to one hour.

**Councilman Eddy** referred to the LaQuinta Inn's manager's concerns and asked Mr. Davis if he contacted the manager again. Mr. Tyler said he has been in contact with the owner of LaQuinta and has confidence this issue can be resolved. There will be decibel readers on site. He's not opposed to utilizing only Sandpoint acoustical musicians as the opening act.

**Kate McAlister**, President and CEO of the Greater Sandpoint Chamber of Commerce, confirmed that their organization is not opposed to the event, but she did state in her letter that she had concerns. She communicated with several downtown businesses who confirmed they were not approached by Mr. Davis. She recommended to Mr. Davis that he use the granary district for his event. An owner of Mick Duff's showed Kim Queen of the BID and herself a packet that revealed a requirement that vendors pay a \$2,000 sponsorship and 20% of weekly sales. She noted that Schweitzer Mountain Resort was listed as a sponsor on the packet. She contacted Schweitzer Mountain Resort, who confirmed they were not sponsoring the event. She stated she doesn't oppose events within our downtown.

Mr. Davis explained to **Councilwoman Williamson** that the \$2,000 sponsorship fees and 20% on sales will only be charged for alcohol vendors. **Kate McAlister** added she represents local businesses. She raised concern with LaQuinta Inn's **opposition** to the event and small businesses that have concern that the event won't benefit them. Mr. Davis noted the food vendors at the Coeur d'Alene event average \$1,500 per week in sales, and alcohol vendors make \$2,000 to \$6,000 in sales on a weekly basis. He opposed changing the cost for local vendors in Sandpoint because it's already discounted substantially based on what they charge in Coeur d'Alene and Spokane. He feels he will have better acts than the Festival at Sandpoint and should retain their vendor costs. In Coeur d'Alene, their food vendors are charged \$2,750 and their large alcohol vendor pays \$4,000.

**Councilman Camp** said he understands the concern of small downtown businesses. He felt the noise from the granary location would impact more residents than at Farmin Park. He felt this type of enterprise should be given a chance to see if it will benefit our downtown this summer. **Councilwoman Williamson** agreed. We need to facilitate new strategies for economic development in town. This event could be viable, and we won't know until we try. Parks and Recreation Director Kim Woodruff stated a draft agreement has been sent to the Legal Department for review. **Councilwoman Ruehle**

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stressed that there should be specific times for set up and take down, noise issues, the length of time portable toilets are at the park and that warm-up acoustical bands be Sandpoint performers only. **Councilman Aitken** said the Parks and Recreation Director should decide how long the portable toilets stay in the park. He doesn't want to see outside vendors at the event in Farmin Park. **Councilman Camp** didn't feel it necessary to make it a condition to utilize Sandpoint bands only. **Mayor Rognstad** felt the requirement that vendors be local was a fair request, but it would benefit Sandpoint to have exposure to outside talent. **Councilwoman Williamson** felt it would be challenging and unrealistic to require only Sandpoint bands. **Councilman Eddy** said he was comfortable with an emphasis on having local entertainment but not making it a requirement. **Councilman Aitken** concurred.

**Councilman Camp moved** that City Council approve Mr. Tyler's request to use Farmin Park for Weekly Live After 5 Events starting Tuesday, July 1, 2016, through September 6, 2016, and that City staff bring a draft agreement to the next City Council meeting for review and approval. **Councilwoman Williamson seconded the motion.**

A roll call vote of Council resulted as follows:

Councilman Camp	Yes
Councilwoman Williamson	Yes
Councilman Eddy	Yes
Councilwoman Ruehle	Yes
Councilman Aitken	Yes

**The motion passed by a unanimous vote of Council.**

## **NEW BUSINESS**

### **E. APPOINTMENT OF COUNCIL MEMBER FOR VACANT POSITION**

Stephen Snedden noted that he served on Sandpoint City Council from 2008-2012. He felt his service on Council was extremely rewarding. He has personal pride from the projects accomplished during his term on Council. He met with the Mayor to discuss his vision for the next two years. These are projects that will continue to change our City for the better, which is why he wants to serve on Council.

**Councilman Aitken moved** that City Council approve the appointment of Stephen Snedden to Sandpoint City Council for a two-year term to fill the vacancy created by Mayor Rognstad's former City Council term expiring January 2018. **Councilman Eddy seconded the motion.**

A roll call vote resulted as follows:

Councilwoman Williamson	Yes
Councilman Eddy	Yes
Councilwoman Ruehle	Yes
Councilman Aitken	Yes
Councilman Camp	Yes

**The motion passed by a unanimous vote of Council.**



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**G. RESOLUTION NO. 16-16 – FARMIN PARK EVENT USE AGREEMENT WITH DAVIS ENTERPRISES FOR LIVE AFTER 5 CONCERT SERIES**

**Council President Williamson** announced that the draft agreement incorporates discussions at the February 3, 2016, City Council meeting pertaining to the use of Farmin Park for this weekly event.

**Councilman Snedden moved** that City Council approve the proposed resolution, Farmin Park Event Use Agreement with Davis Enterprises for Live After 5 Concert Series and authorize the Mayor to sign. **Councilwoman Ruehle seconded the motion.**

A roll call vote of Council resulted as follows:

Councilwoman Williamson	Yes
Councilman Eddy	Absent
Councilwoman Ruehle	Yes
Councilman Aitken	Absent
Councilman Camp	Yes
Councilman Snedden	Yes

**The motion passed by a unanimous vote of Council present.**

**H. RESOLUTION NO. 16-17 – INTERSECTION OF FIRST AVENUE, BRIDGE STREET AND CHURCH STREET**

Public Works Director Kody Van Dyk stated the southwest corner of the intersection on Church Street and First Avenue to the northeast corner of Bridge Street and Church Street does not have a crosswalk because all the traffic movement occurs within the middle of this intersection where the oval median is painted. He pointed out the striping of this intersection is temporary, but a crosswalk will be added on the southern end of the intersection. The primary differences between the three options are the left turn movements and retaining parking spaces. There are two options that restrict truck movements and some options allow more parking spaces. Within the downtown streets plan, one side of First Avenue will have diagonal parking north of Church Street.

**Councilwoman Ruehle** asked if it would be possible to allow diagonal parking on both sides of First Avenue from Church Street to Cedar Street. Kody Van Dyk cautioned that, if we offer diagonal parking on both sides, it would be difficult to revert to having diagonal parking on only one side of the street. It may also mean not widening the sidewalks, which is one of the primary premises of the downtown streets plan. The downtown streets plan calls for diagonal parking on the west side on First Avenue with two-way traffic on Church Street. One of the options would be one-way on Church Street, but City Council would alter the downtown streets plan. Option 1 provides the fullest movement of any type of vehicle, except for a left turn traveling from Bridge Street to south bound First Avenue. Option 1 eliminates parking spaces on the north side of Church Street between First and Second Avenues in order to allow large vehicle movement. Option 2 restricts the movement of large vehicles, which requires them to make a right-hand turn but preserves the parking spaces on Church Street between